

AGREEMENT NO. 030116
BETWEEN
GILA COUNTY
AND
GILA COUNTY CATTLE GROWERS ASSOCIATION

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2016, by and between Gila County, hereinafter referred to as "County" and the Gila County Cattle Growers Association, hereinafter referred to as "GCCGA".

RECITALS

WHEREAS, the Gila County Board of Supervisors desires to provide equipment – to be operated by Gila County employees while on their personal time, use of a tent, use of tables and chairs, to GCCGA in order to assist in the GCCGA's annual yearling auction; and

WHEREAS, the GCCGA has requested Gila County to provide equipment, the use of a tent, use of tables and chairs to assist in GCCGA's annual yearling auction; and

WHEREAS, the Program is a nonprofit corporation which enjoys and maintains federal tax exempt status as a 501 (c) (5) corporation; and

WHEREAS, the Gila County Board of Supervisors determines this contribution to be for a public purpose.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide equipment – to be operated by Gila County employees while on their personal time, the use of a tent, and the use of tables and chairs, for Economic Development activities to GCCGA, to further the economic development of the County.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. The Gila County Board of Supervisors will provide equipment which will be operated by Gila County employees while on their personal time, the use of a tent, and the use of tables and chairs, in the form of an Economic Development Grant to GCCGA, for the benefit of the public.
2. The equipment, tent, tables and chairs will be used by GCCGA, during the period of April 25, 2016 through May 02, 2016, for the sole purpose of hosting the annual yearling auction, at the Burch Sale Yard in Globe, AZ.

3. The equipment will be operated by Gila County employees, who are certified operators, who will be operating said equipment while on their personal time. Personal time means time spent as a volunteer and not as a condition of employment.

4. Notices

All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Gila County Cattle Growers Association
Attn: President
P.O. Box 7
Globe, Arizona 85501

Gila County Board of Supervisors
Attn: County Manager
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

1. Indemnification: GCCGA (as "Indemnitor") agrees to defend, indemnify, and hold harmless, the County (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious or derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
3. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.
4. Compliance with All Laws: The parties shall comply with all federal, state and local laws. Laws include rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
5. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
6. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or the Program does not appropriate sufficient monies for the purpose of maintaining this Agreement.

7. Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.
8. As required by A.R.S. § 23-214(B), before receiving the economic development incentive, the Program shall provide proof to the County that the Program is registered with and is participating in the e-verify program.

IN WITNESS WHEREOF, three (3) identical copies of Agreement No. 030116, each which shall include original signatures and for all purposes be deemed an original hereof, have been duly executed by the parties hereinafter named, on the date and year first above written.

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman of the Board

**GILA COUNTY CATTLE GROWERS
ASSOCIATION**



Bill Conway
President

ATTEST

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

Jefferson R. Dalton, Deputy Gila County Attorney
Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney